

THE COUNTY PROPERTY AUCTION



TUESDAY 21st JUNE 2022 - 3pm

Live Stream Event With Remote Bidding Only

BROWN & CO JHWalter

June 2022

Auction Update

Welcome to our third auction of the 2022 season and I am pleased to report we had a fantastic April sale with 16/19 lots sold which realised £3,343,000. The County Property Auction team have once again found another varied and interesting line up from across the region including a Former Nuclear Bunker!. Once you have identified the ones that take your interest then don't hesitate to contact the auction team on **01522 504360** or cpa@brown-co.com as some vendors may consider selling prior to auction on the same terms.

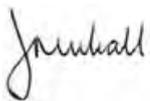
2022 Auction Dates

March 2nd April 27th June 21st
August 10th October 19th December 14th

Our auction process continues to offer a swift, transparent route to market with a legally binding exchange of contracts on the fall of the hammer and completion in as little as four weeks. Through high quality marketing, an experienced team and competitive bidding we achieve some great prices for our clients. If you have a property or land to sell we are now taking entries into our August 10th property auction, please call the auction team on **01522 504360** or cpa@brown-co.com

Remote Bidding

It is very simple to set up and if you are already registered to use our legal pack system, it is just a few clicks to set you up for online bidding. Our auction team are on hand to help you so please call **01522 504360** to register for remote bidding. This can be done well in advance of the auction so you will then be able to watch and bid online at www.eigpropertyauctions.co.uk/search/live-stream from the comfort of your own home.



James Mulhall BA MNAEA MNAVA
Senior Associate | Auction Manager

Meet the Auction Team



James Mulhall
Senior Associate | Property Agent | Property Auctions
T 01522 504 318 | M 07919 694232
E james.mulhall@brown-co.com



Ian Walter
Consultant | Land Agency | Auctioneer
T 01522 457 189 | M 07919 694230
E ian.walter@brown-co.com



James Drabble
Associate | Property Agent | Residential
T 01522 504 355 | M 07919 694225
E james.drabble@brown-co.com



John Elliott
Divisional Partner | Commercial
T 01522 457 170 | M 07919 694223
E john.elliott@brown-co.com



Will Gaunt
Surveyor | Commercial
T 01522 457 182 | M 07919 694235
E will.gaunt@brown-co.com



Janet Harvey
Auction Administrator
T 01522 504 326
E janet.harvey@brown-co.com



Jeremy Baguley
Partner | Residential
T 01777 712 944 | M 07768 465721
E jeremy.baguley@brown-co.com

Order of Sale

Lot 1
Around 2 acres,
Off Station Road,
Donington on Bain,
Louth LN11 9TX
Page 8



Lot 8
13 Steep Hill,
Lincoln
LN2 1LT
Page 20-21



Lot 15
5 Yarborough Road,
Lincoln
LN1 1HT
Page 34



Lot 2
Around 4.22 acres
of Woodland, Ussleby,
Market Rasen
LN8 3SY
Page 9



Lot 9
14 Steep Hill,
Lincoln
LN2 1LT
Page 22-23



Lot 16
279 Newark Road,
Lincoln,
LN5 8PA
Page 35



Lot 3
2.28 Acres,
Main Street,
Dry Doddington
NG23 5HU
Page 10



Lot 10
21 Gaunt Street,
Lincoln
LN5 7PU
Page 24



Lot 17
19 St Faiths,
Lincoln
LN1 1QJ
Page 36



Lot 4
40 Swinegate,
Grantham
NG31 6RL
Page 12-13



Lot 11
Former ROC bunker,
Badsworth
WF9 1BF
Page 26-27



Lot 18
2 New Cottage,
Sewstern Lane,
Harston, Grantham
NG32 1PL
Page 38-39



Lot 5
The Bungalow
and BSA club,
Aisthorpe,
Lincoln LN1 2SG
Page 14-15



Lot 12
Barn for conversion,
Off Carrside,
Epworth,
DN9 1DX
Page 28-29



Lot 19
Development Site
83 Waterford Lane
Cherry Willingham
LN3 4AN
Page 40-41



Lot 6
Aquila,
34 High Peak,
Cowbit
PE12 6AW
Page 16-17



Lot 13
The Poplars,
Healing Road,
Stallingborough
DN41 8BJ
Page 30-31



Lot 7
23 acres field,
Holbeach Drove Gate,
PE12 0XR
Page 18-19



Lot 14
Old village store
and Reids Cottage,
Bassingham,
LN5 9SA
Page 32-33



Please note further lots may be added to the line up so please keep checking www.brown-co.com/cpa for the latest information.

If you have a property or land to sell we are still taking late entries into our auction
so please call the auction team on 01522 504360.

Buyers Guide

Before the Auction

Particulars of Sale

The particulars of sale for each property do not form part of the sale contract. They are for your information only.

Inspections and Surveys

Unless otherwise stated, an internal inspection of the property is usually available: please refer to the notes regarding viewings on the respective property's particulars of sale. We recommend you do not bid on a property unless you have inspected both externally and internally. You should not bid unless you have undertaken measured, structural and environmental surveys. Brown&CoJHWalter make no warranty as to the structural or environmental integrity of any of the properties.

Brown&CoJHWalter staff have no authority to make or give any representation or warranty whatsoever in respect of the property. The services, fittings and appliances have not been tested and no warranty can be given as to their condition.

Bidders shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant Authorities and other bodies.

Guide Prices

Guide Prices are to assist potential purchasers and to reflect the price expected to be achieved.

- Guide prices are not a valuation.
- Guide prices may be exceeded during the normal process of bidding at auction

Reserve Prices

- The reserve price is the price below which we are not authorised to sell the property.
- Reserve prices are confidential
- Where there is a single guide price the reserve price will not be in excess of the guide price.
- Where the guide price is stated as a range, the reserve price will be set within that range.
- Sellers may change the reserve price up to and on the day of the auction. Where this happens we adjust our guide prices in order to remain transparent.

Pre Auction Offers

We anticipate that the lots in this catalogue will be offered, as advertised, on the day of sale. There may be circumstances where the acceptance of an offer prior to auction may be considered. Parties interested in particular lots are advised to register their interest with the auctioneers at the earliest opportunity.

Withdrawals and Sales Prior

Although we discourage sellers from selling or withdrawing properties immediately prior to an auction, the final decision rests with them. We advise interested parties to check the availability of properties prior to setting out for the auction. We cannot accept any liability for late sales prior or withdrawals and cannot refund costs under any circumstances.

Late Entries

Additional lots may be entered prior to the auction. For details of these lots please contact the auctioneers or visit Brown&CoJHWalter

Legal Advice

We recommend that you do not bid unless you have instructed a solicitor to act on your behalf.

Legal Pack

All legal documents (including the General and Special Conditions of Sale and the Sale Contract) will be available online at www.brown-co.com/cpa

The Auctioneers provide digital copies of the legal packs in good faith and accept no responsibility for their completeness or content.

Energy Performance Certificates

Where required, energy performance certificates have been ordered for each property and will be available for download/inspection with the legal pack.

The Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General Conditions of Sale that apply to all lots
- Any extra General Conditions in the legal pack or in an addendum
- The Special Conditions that apply only to the lot that you are buying and which may vary the General Conditions

These conditions are legally binding and purchasers are deemed to have read and understood these prior to bidding.

In common with other auctioneers we have recommended to all sellers that they adopt the Common Auction Condition (Edition 4 March 2018)

Finance

It is imperative that you have adequate financial means to fund the purchase of any property you intend to bid for. A successful bid is a legally binding contract.

Alterations

An addendum (list of alterations to the catalogue) will be available from jhwalter.co.uk This will also be made available and displayed at the auction. The addendum is subject to last minute changes so bidders must ensure that they acquire the most recent edition at the auction. Alterations will be referred to by the auctioneer prior to each particular lot.

Buyers Guide

Important Notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a solicitor and, in appropriate cases, a chartered surveyor and accountant
- Read the conditions
- Inspect the lot
- Carry out the relevant searches and enquiries.
- Check the content of all available leases and other documents relating to the lot
- Confirm the accuracy of the catalogue entry
- Check for VAT, overage payments, reservations and buyer's costs
- Have finance available for the deposit and purchase price

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

At the Auction

Auction Day Contact Number: 01522 504360

Auction Procedure

The properties will be offered for sale in lot order unless advised otherwise. Bids will be invited and, normally, the highest bidder over the reserve will secure the property. We reserve the right to regulate the bidding and to refuse any bid at our sole discretion. We also reserve the right to re-offer a property at our sole discretion.

Buyer Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. Please contact us on 01522 504360 or www.brown-co.com/cpa so that we can complete an electronic Identity check

Buyer's Numbers

To bid for any Lot you must first pre-register for remote bidding at least two days prior to the auction date. We are trying to encourage all buyers to use our online bidding service due to the logistics of running a live stream auction. However a small number of telephone bids will be accepted along with straight forward proxy bids. Please speak to a member of the auction team on 01522 504360 to register for your chosen method.

Bidding

The onus is on you to ensure that the auctioneer is aware of your bid. Please do not leave your bid until the last moment. The auctioneer is under no obligation to accept a bid and the auctioneer need not explain why. If there is a dispute over the bidding the auctioneer is entitled to resolve it and his decision is final. The seller may bid, or ask the auctioneer (or another agent) to bid upon his behalf below the reserve price, but may not make a bid equal to, or exceeding the reserve price. Please note that, if you bid on a property you are personally liable for an accepted bid even if you act as agent for another party.

Exchange of Contracts

Exchange of contracts is effected by the fall of the auctioneer's hammer. In other words, if the property is knocked down to you (i.e. if your bid was the highest prior to the fall of the hammer) you will at that moment be deemed to have exchanged contracts to purchase the property. No bids following the fall of the hammer can be accepted.

Deposit

Upon exchanging contracts to buy a property you will be required to provide a deposit. This is normally 10% subject to a minimum of £5,000, unless stated in the contract. This is payable by cheque, bankers draft, debit card or (by prior arrangement) a telegraphic or electronic transfer. Cash is unacceptable because of money-laundering regulations. We are unable to accept credit cards.

Buyer's Admin Fee

An administration fee of **£750 + VAT** is payable on all Lots whether sold prior, at auction or post auction, for which a VAT invoice will be issued.

Insurance

Once you have exchanged contracts, you are advised to insure the property in readiness for completion.

After the Auction

Post Auction Sales

Some of the lots may not sell "under the hammer" at the auction. Enquiries for unsold lots are welcome after the sale when unconditional offers will be considered. In many cases properties are sold immediately after the auction. If you are interested please contact a member of the auction team.

Results

The results of the auction may be obtained by contacting the auctioneers.

Completion

If you are successful in buying one of the lots completion will usually take place 28 days after the auction date (unless varied by the sale contract). Some of our sellers offer extended completions, this is shown on each page.

Access and Keys

It is unlikely that a seller will grant access to the property prior to completion. Please contact the auctioneers to arrange key collection after completion. Please note we do not hold keys to all the properties.

Registration Form For Remote Bidding

Please select method of bidding: Online Proxy Telephone (limited spaces)

Date of Auction

Lot Number Lot Address

If bidding online or phone we no longer require your deposit up front.

Proxy Maximum bid price £ (in words)
(online & tel bids do not need to state max bid)

If bidding by proxy you will need to enclose a cheque or send a bank transfer for 10% of the guide price (subject to a minimum of £5,000). Please remember to add a further £750+VAT for each Lot to cover the buyer's admin fee. If successful in excess of the guide price you will be required to transfer the difference immediately after the auction.
Cheque for £ (enclosed within)

1

BID

Full Name(s)

Company

Address

..... Post code

Telephone(s) (for Tel bids) 1) 2)

Email

2

BUYER'S
DETAILS

Name

Company

Address

..... Postcode

Telephone..... Email

3

SOLICITORS

Buyers Signature.....

I instruct and authorise Brown&CoJHWalter to bid on my behalf in accordance with the terms and conditions printed on the reverse of this page and I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound to the applicable Conditions of Sale and any addenda applicable to the Property and by the terms of the Notices to Prospective Buyers. Brown&CoJHWalter will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant lot is being sold at the Auction. I authorise you to record such bidding and instructions in order to avoid any doubts or disputes.

4

SIGNATURE

Have you (Please tick)

Completed Sections 1 to 4 Included the Buyer's Admin Fee

Signed this form Marked Envelope

Enclosed 10% Deposit Cheque or set up a bank transfer

Please return to: cpa@brown-co.com or Brown&CoJHWalter, 1 Mint Lane, Lincoln, LN1 1UD - To be received no later than 2 business days prior to the Auction. For further information please call 01522 504360. If by post please mark your envelope on the outside top left hand corner with the initials OB for online PB for proxy bids and TB for telephone bids.

5

CHECKLIST

Terms & Conditions for Remote Bidders

These terms and conditions apply to and are binding upon all remote prospective buyers whether online or by proxy/telephone.

A prospective buyer should complete and sign the registration form overleaf. In particular the prospective proxy buyer should complete the form showing the maximum price exclusive of Value Added Tax which the prospective buyer authorises the Auctioneer to bid for a particular property.

The maximum price to which the Auctioneer is authorised to bid must be an exact figure (accordingly wording such as “£100 over the highest bid in the room” will not be acceptable). The Auctioneer reserves the right not to bid on behalf of the prospective buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the Auctioneer to bid.

For proxy and telephone bidding, the completed form or forms must be delivered to Brown&CoJHWalter, 1 Mint Lane, Lincoln LN1 1UD by hand, post or emailed to cpa@brown-co.com so that it is received not less than two business days prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction will be shown in the catalogue or on our website.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing. The prospective proxy buyer appoints the Auctioneer as agent and authorises the Auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the Auctioneer thinks fit in his absolute discretion.

The prospective buyer shall be considered to have inspected the auction catalogue for the relevant lot, all applicable conditions of sale, the Notices to buyers and also any addenda relating to the lot and to have full knowledge therefore and authorises the Auctioneer or any duly authorised partner or employee of JHWalter as the buyer’s agent to sign the Sale Memorandum incorporating all such matters at or after the auction.

Prospective proxy buyers should send via electronic transfer or a valid cheque or banker’s draft on a United Kingdom branch of a bank representing 10% of the maximum price (minimum £5,000) to which the prospective buyer wishes the Auctioneer to bid. Please remember to include the buyer’s administration fee of £750 with the deposit. Cheques should be made payable to Brown&CoJHWalter. Where the particular lot is purchased below the maximum bid figure the balance of the deposit will be considered as an additional deposit towards the purchase price and the prospective buyer authorises the Auctioneer to retain the same for such purpose.

In case of telephone bidding, prospective buyers may instead provide a blank cheque which, if the prospective buyer is successful in purchasing the relevant property, the Auctioneer will complete on behalf of the prospective buyer for the amount of the deposit. The prospective buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the Auctioneer’s authority to bid. It is the prospective buyer’s responsibility to ensure that the Auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

Unless the relevant lot is sold to the prospective buyer the amount of the

prospective buyer’s bid will not be disclosed to the Seller or any other person either during or after the sale without the consent of the prospective buyer.

The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.

The Auctioneer will make no charge to a prospective buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or for any other reason whatsoever.

Prospective online or telephone bidders will not hold Brown&CoJHWalter liable for any loss or claims relating to the internet or telephone bidding system or the interruption or suspension of these services. The prospective buyer will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective buyer will be notified by post and the deposit returned as soon as reasonably possible.

Prospective buyers are advised to telephone the auction team at Brown&CoJHWalter (Tel: 01522 504360) on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it.

The prospective buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective buyer does not telephone and such amendments have been made the bids by or on behalf of prospective buyers will be deemed to be subject to such amendments and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective buyer as a result thereof.





Around 2.01 Acres, Off Station Road, Donington on Bain, Louth, LN11 9TX **Guide Price £30,000 (£750 + VAT Buyers Fee)**

Description

Around 2.01 acres situated off Station Road in this beautiful Lincolnshire Wolds village. The Wolds are designated as an area of outstanding natural beauty (AONB) and this paddock doesn't disappoint with stunning views from its elevated position. The land has been used for the grazing of horses and comes complete with a 30ft x 12ft timber stable which comprise two stables and a tack room.

Directions

From the B1225 turn left signposted Donington on Bain and proceed into the village on Mill Road. Stay on this road which leads into Station Road and the paddock is situated up a private access track on the left via the five bar gate.

<https://what3words.com/composts.replying.fired>

Tenure & Possession

Freehold with vacant possession upon completion.

Easements Wayleaves & Rights of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.



Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Christina Hartley Hengist
 Capron & Helliwell Solicitors
 6 High Street
 Stalham
 Norfolk NR12 9AN

01692 581231
enquiries@capronandhelliwell.co.uk

Agent

James Mulhall
 01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Around 4.22 Acres of Woodland, Ussleby, Market Rasen, LN8 3SY **Guide Price: £45,000 (£750 + VAT Buyers Fee)**

Description

An attractive parcel of woodland extending to around 4.22 acres on the edge of Ussleby with road frontage to the A46 and Park Road. It is made up of a variety of native mixed broadleaf trees including Oak and silver birch. The woodland offers a number of amenity uses subject to any necessary planning consents. Woodland ownership can have some useful tax advantages so Interested parties are advised to speak with a qualified accountant.

Directions

From Market Rasen proceed on the A46 towards Grimsby. Shortly before reaching Ussleby turn right onto Park road which is signposted Claxby.

<https://what3words.com/caves.twisting.multiples>

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

Completion Date

This lot will be sold subject to a 10% deposit and up to 4 weeks for completion.

Further Information

The legal pack available via www.brown-co.com/cpa



Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

David Harvey
Bridge McFarland
26 Market Place
Market Rasen, Lincoln
LN8 3HL



01673 843723
dxh@bmcfc.co.uk

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Around 2.28 Acres Off Main Street, Dry Doddington, Newark, NG23 5HU Guide Price £50,000 (£750 + VAT Buyers Fee)

Description

Around 2.28 acres situated in the centre of the village with road frontage and access from Main Street. The land is currently a grass paddock with a timber and corrugated stable and has been used for the grazing of horses and livestock.

Directions

From the A1 turn left onto Doddington Lane towards Dry Doddington and then left onto Main Street where the paddock can be found on the left with a five bar gate.

<https://what3words.com/lavished.bumps.words>

Town & Country Planning

Interested parties are advised to speak to South Kesteven District Council planning team on 01476 406080 with any proposals for the site.

Development Clawback

The property will be sold subject to a restriction that if residential planning consent is granted on any part of the land in the next 25 years the vendors will be entitled to receive 25% of the increase in value. Further details will be available via the legal pack.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.



Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

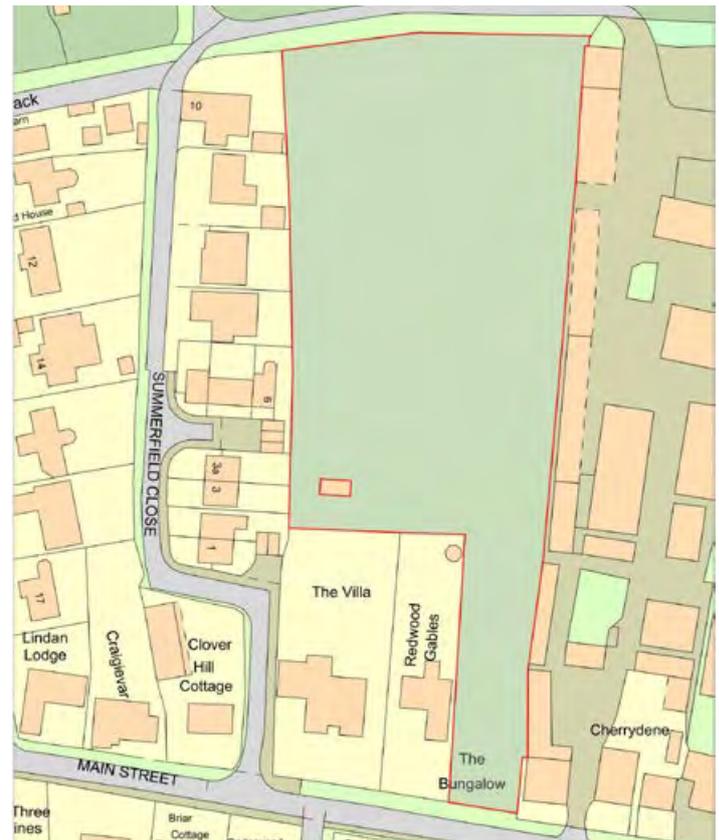
Tom Price
Chattertons
5 South Street
Horncastle
LN9 6DS



01507 528105
tom.price@chattertons.com

Agent

James Mulhall
01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.

Proof of Identity

- > All bidders must provide proof of identification and address in order to be able to bid prior or at the auction to comply with anti-money laundering regulations.
- > Original documents must be provided
- > You must supply at least one document from each list below to proceed with a purchase.

List A

- > Current signed passport
- > Current UK photocard driving licence
- > Current Full UK driving licence (old style)
- > Residential permit issued from the home office to EU nationals
- > Benefit book or notification letter from the benefits agency
- > Inland revenue tax notification
- > Fire arms certificate

List B

- > Utility bill issued within past 3 months
- > Local authority tax bill (valid for current year)
- > Bank, building society or credit union statement (must contain current address)
- > Most recent mortgage statement
- > Confirmation from electoral roll

Deposits

Will be accepted by one of the following methods:

- > Online transfer, Debit card, Cheque or Bankers Draft - Credit cards and cash are NOT accepted

Contact Us

Please call 01522 504360 to supply your identity documents prior to auction





40 Swinegate, Grantham, NG31 6RL **Guide Price £110,000 (£750 + VAT Buyers Fee)**

Description

A three storey two bedroom end terrace property set in the lea of the beautiful Grade II listed St Wulframs Church. The property is in need of a scheme of refurbishment, which once complete will make an ideal buy to let or first home with a wealth of amenities on the doorstep.

Directions

Entering Grantham on the B1174 St Peter's Hill proceed until you reach a right hand turn onto Finkin Street. Then turn left on Elmer Street and proceed which leads you to Swinegate. The property is adjacent to St Wulframs Church and can only be approached on foot.

<https://what3words.com/slip.zealous.treat>

Accommodation

Front door to;

Entrance porch
with further door to;

Lounge 3.73m x 3.64m
Single glazed sash windows to front and side elevation, double radiator, gas fire, door to;

Hallway
With built-in storage, single radiator, archway to;

Kitchen 2.97m x 2.20m
Single glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, space and plumbing for washing machine, parts tiled walls, boiler, single glazed door to side elevation (currently boarded up), archway to pantry cupboard with built-in shelving and single glazed window to side elevation.

Dining room 4.61m x 3.45m
Single glazed picture window to rear elevation, single radiator, gas fire in brick surround, single glazed door to;

Lean to
Brick and glazed construction with plastic sheet roof, with WC and further store area, single glazed door to rear elevation and side pedestrian gate to side passageway.

First floor

Bedroom One 4.02m x 3.66m
Single glazed sash windows to front and side elevation, single radiator, fireplace currently boarded up.

Bedroom Two 4.52m x 3.44m
Double glazed window to rear elevation, single glazed picture window to side elevation, single radiator, built-in wardrobe.

Bathroom 2.93m x 2.21m
Single glazed casement window to side elevation, three-piece suite comprising panelled bath with shower over, mid flush WC, pedestal wash basin, single radiator, part tiled walls, built-in airing cupboard, wall mounted electric heater.

Landing
With built-in storage cupboard, stairs to second floor.

Second floor

Attic Room one 3.98m x 3.06m
Single glazed casement window to side elevation. Potential use as a bedroom three subject to checking necessary buildings regulations.

Attic Room two 3.81m x 3.53m
Single glazed casement window to side elevation, restricted head height. Potential use as a bedroom four subject to checking necessary buildings regulations

Outside

The front elevation is straight on to the footpath leading to St Wulframs Church. There is a shared gated passageway leading to an access gate to the rear elevation which offers a small walled garden with mature trees.

Services

We understand the property has mains water, gas, electric and mains sewer connections.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360



Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

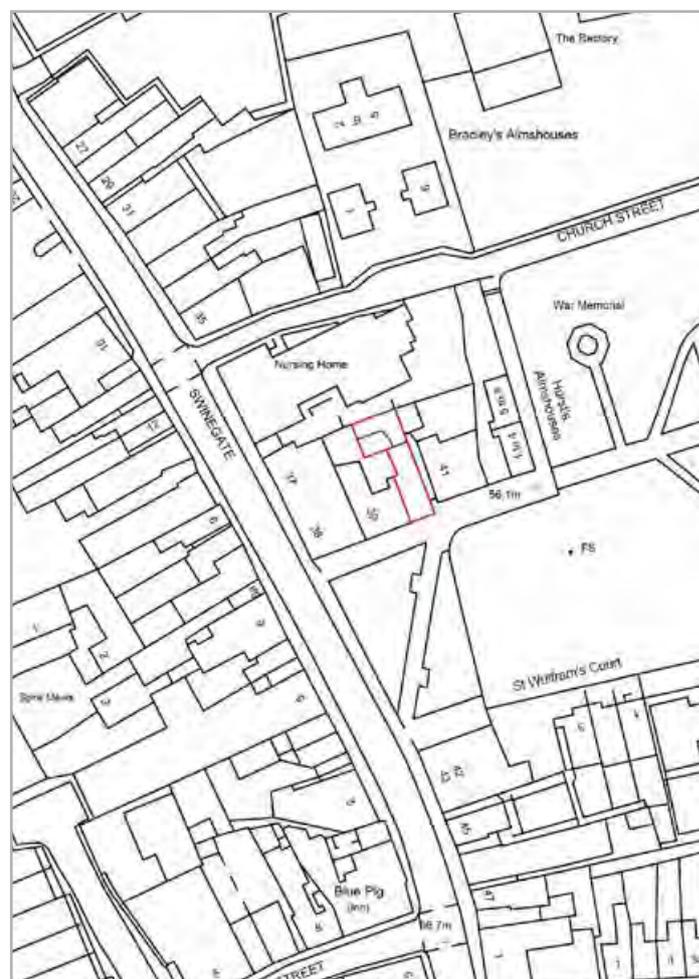
Solicitors

Diane White
 Anthony Clark & Co
 16a Guildhall Street
 Lincoln
 LN1 1TT

01522 512321
dw@anthonyclark.co.uk

Agent

James Mulhall
 01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



The Bungalow & BSA Club, Manor Lane, Aisthorpe, Lincoln, LN1 2SG **Guide Price: £250,000 (£750 + VAT Buyers Fee)**

Description

A rare opportunity to purchase a combination of assets in this popular rural hamlet. The site extends to around 0.28 of an acre and comprises a three bedroom bungalow and a substantial former social club. Both properties require a scheme or renovation or interested parties may also explore other development ideas subject to the necessary planning consents.

Directions

From the A15 take the A1500 Tillbridge Lane towards Sturton by Stow and then turn right onto the B1398 towards Scampton. Proceed through the village and as you enter Aisthorpe turn left at the village hall onto Manor Lane where the properties can be found on the first corner.

<https://what3words.com/encourage.headline.doubts>

Accommodation

The bungalow

Kitchen/diner 5.10 m x 3.17 m

Double glazed casement window to front elevation, fitted wall and base units with one and half bowl sink and drainer, double radiator, part tiled walls, extractor fan, Viessmann boiler, double glazed door to front.

Lounge 5.46m x 3.18m

Double glazed casement windows to front, side and rear elevation, double radiator, open fire place.

Bedroom One 4.25m x 3.80m

Double glazed casement window to side elevation, single radiator.

Bedroom Two 3.79m x 3.31m

Double glazed casement window to rear elevation, single radiator.

Bedroom three 2.79m x 2.91m

Double glazed casement window to rear elevation, single radiator.

Bathroom 2.13 m x 1.78 m

Double glazed casement window to side elevation, two piece suite comprising panelled bath with shower mixer tap, pedestal wash basin, single radiator, part tiled walls.

WC 1.81m x 0.90m

Double glazed casement window to side elevation, mid flush WC.

Hallway

With loft access, two single radiators, double glazed door to side elevation.

BSA Club

Rear hall

Door to;

Ladies WC 3.68m x 1.69m

Double glazed casement window to side elevation, wash basin, two mid flush WC's, part tiled walls, electric heater.

Main bar area 9.79m x 8.76m

Double glazed casement windows to front and side elevation, electric heaters, gas fire, bar, door to;

Front entrance hall

With door to;





Gents WC 2.60m x 3.47m

Double glazed casement window to front elevation, urinal, wash basin, hand dryer, door to WC with mid flush WC, part tiled walls.

Kitchen 3.58m x 3.21m

Fitted base units with two stainless steel single drainer sinks, loft access, part tiled walls, door to

Cellar room 3.10m x 4.93m

Door to front elevation, built-in shelving, single glazed casement window through to kitchen, solid steel door to;

Safe room 3.44m x 1.78m

Single glazed picture window (not currently in use).

Snug bar area 8.76m max by 8.84m max

Single glazed casement windows to side and rear elevations, fitted bench seating, electric heater, bar, electric fire, door to Side elevation.

Outside

The front elevation of the club offers a large driveway with walled and fenced boundaries. To the front of the bungalow is a paved area with raised beds whilst the rear elevation is mainly laid to lawn with a single garage with roller shutter door.

Services

We understand the properties have mains water, electric, gas and mains sewer connections.

Town & Country Planning

Interested parties are advised to speak with West Lindsey District Council planning team on 01427 676676 with any proposals you have for the site

Access

Please note the current vendor is retaining a triangle of land at the front left-hand side for access to their retained land to the west. Please see the enclosed plan.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Amy Harrison
Wilkin Chapman
Cartergate House
26 Chantry Lane
Grimsby
North East Lincolnshire
DN31 2LJ



01472 262626

amy.harrison@wilkinchapman.co.uk

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



34 Peak Hill Cowbit, Spalding, PE12 6AW **Guide Price: £200,000 - £220,000 (£750 + VAT Buyers Fee)**

Description

A well-proportioned two bedroom bungalow nestling centrally in a generous plot of around 0.17 of an acre with open field views to the front elevation. The property will benefit from a scheme of modernisation which once complete will make a desirable home.

Directions

From the A16/A1175 roundabout follow the A1175 for a short distance and then turn left at the mini roundabout onto Barrier Bank. Stay on this road and you will come to the property on your left hand side.

<https://what3words.com/coaster.slices.ounce>

Accommodation

Front door to

Hallway

With single radiator, door to;

Garage 4.63m x 2.74m

Double glazed window to side elevation, up and over door, power and light, built-in workbench.

Sunroom/conservatory 3.87m x 2.70m

Double glazed and brick construction with a single radiator and door to;

Kitchen 3.65m x 3.34m

Double glazed casement window to rear elevation, fitted wall and base units with stainless steel sink and drainer, built-in oven, four ring electric hob with extractor over, part tiled walls, single radiator, door to pantry and glazed door to lounge.

Pantry 1.71m x 1.18m

Double glazed casement window to side elevation, built-in shelving.

Lounge 3.65m x 3.73m

Double glazed casement window to front elevation, single radiator, door to

Front hallway

With double glazed front door, single radiator, door to

Bedroom One 3.64m x 3.65m

Double glazed casement window to front elevation, double radiator.

Bedroom Two 3.32m x 3.34m

Double glazed casement window to rear elevation, single radiator.

Bathroom 2.33m x 2.11m

Double glazed casement window to rear elevation, three-piece suite comprising panelled bath with shower over, low flush WC, pedestal wash basin, fully tiled walls, single radiator, airing cupboard housing hot water tank, loft access.

Outside

The front elevation offers a substantial driveway/parking area with walled and hedged boundaries, low maintenance gravel garden, side access to the substantial landscaped rear garden which is all laid to gravel with raised areas and mature planting.

Tenure & Possession

Freehold with vacant possession upon completion.





Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

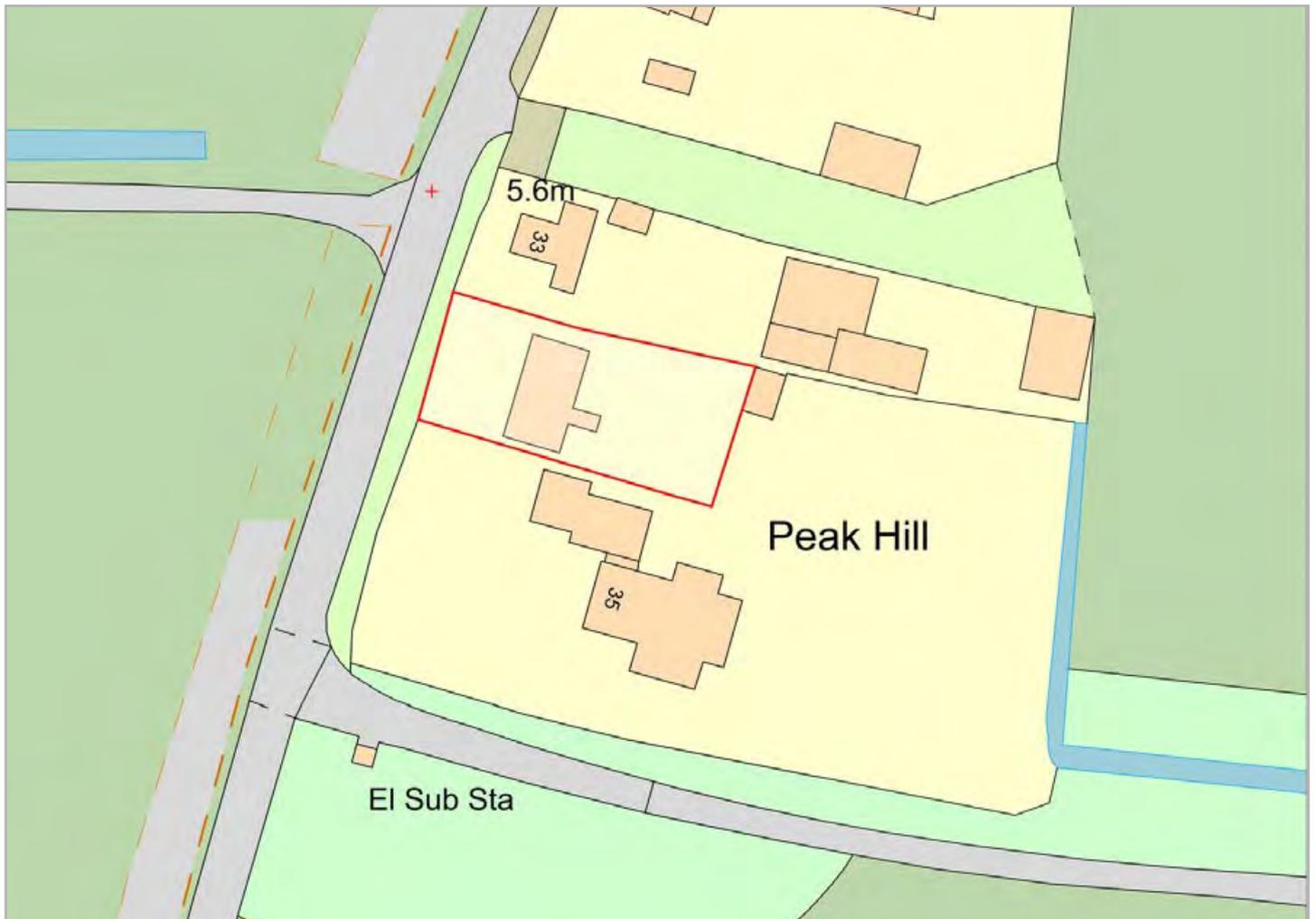
Solicitors

Somara Donger
Calthrops Solicitors LLP
18 Hall Place
Spalding
PE11 1SQ

01775 797974
sd@calthrops.co.uk

Agent

James Mulhall
01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Around 23 acres, Holbeach Drove Gate, Spalding, Lincolnshire, PE12 ORX **Guide Price: £115,000 (£750 + VAT Buyers Fee)**

Description

Around 23 acres of permanent pasture land with historic earthworks situated with frontage to Drove Gate Lane. The field is fenced and has a water supply in the form of a field water trough. There is a small spinney of trees extending to approximately 0.1 acres. The soils are predominantly of the Wisbech soil series with some Newchurch/Agney soil series. The land is classified as Grade 2.

The land forms a Scheduled Monument registered under Historic England List Entry Number 1004982 for a Romano-British Settlement of Shell Bridge.

We expect that the land will appeal to agricultural graziers and those with historical or environmental interest.

Location

The Property is located adjacent to Holbeach Drove Gate, approximately 12 miles south east of Spalding and 13 miles north west of Wisbech.

Directions

From Drove Road B1166 at Holbeach Drove turn onto Holbeach Drove Gate B1168, continue north on the road for approximately 2.6 miles and the land is located on the left hand side just before the bridge over the South Holland Main Drain. The post code is PE12 ORX.

<https://what3words.com/reunion.songbirds.sideboard>

Basic Payment Scheme

The BPS entitlements are not included with the sale. The lump-sum exit scheme has not been exercised on the land and the parcel can be transferred on the RPA system to the Purchaser. The 2022 Basic Payment will be claimed by the Seller and the buyer must indemnify the end of the claim year.

Sporting Rights

Sporting rights are included within the sale insofar as they are owned.

Mineral Rights

Mineral rights are included within the sale insofar as they are owned.

Outgoings

Drainage rates are payable to South Holland Internal Drainage Board.

Access

Access to the land can be made from the north east corner of the field via the river bank through a gateway. There is an additional gateway in the middle of the road fronting side of the field.

Boundaries

The Buyer shall be deemed to have full knowledge of all boundaries and neither the Seller, nor the Selling Agent, will be responsible for defining the boundaries nor their ownership.

Services

There is a mains water connection to the land.

Local Authority

South Holland District Council,
Council Offices,
Priory Road,
Spalding,
Lincolnshire,
PE11 2XE

Tel: 01775 761161

Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Tenure & Possession

Freehold with vacant possession upon completion. The corral gates will be removed from the land and are not included with the sale.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand. Please note that there may be livestock on the land and therefore we request that dogs are not taken on the land.

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion. If the Buyer requests exchange and completion on the day of the auction, a holdover period of 1 week is required for removal of stock and equipment.



Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com.

Agent

James Mulhall
01522 504360
cpa@brown-co.com

John Smithson Whitehead

01522 457148
john.smithsonwhitehead@brown-co.com

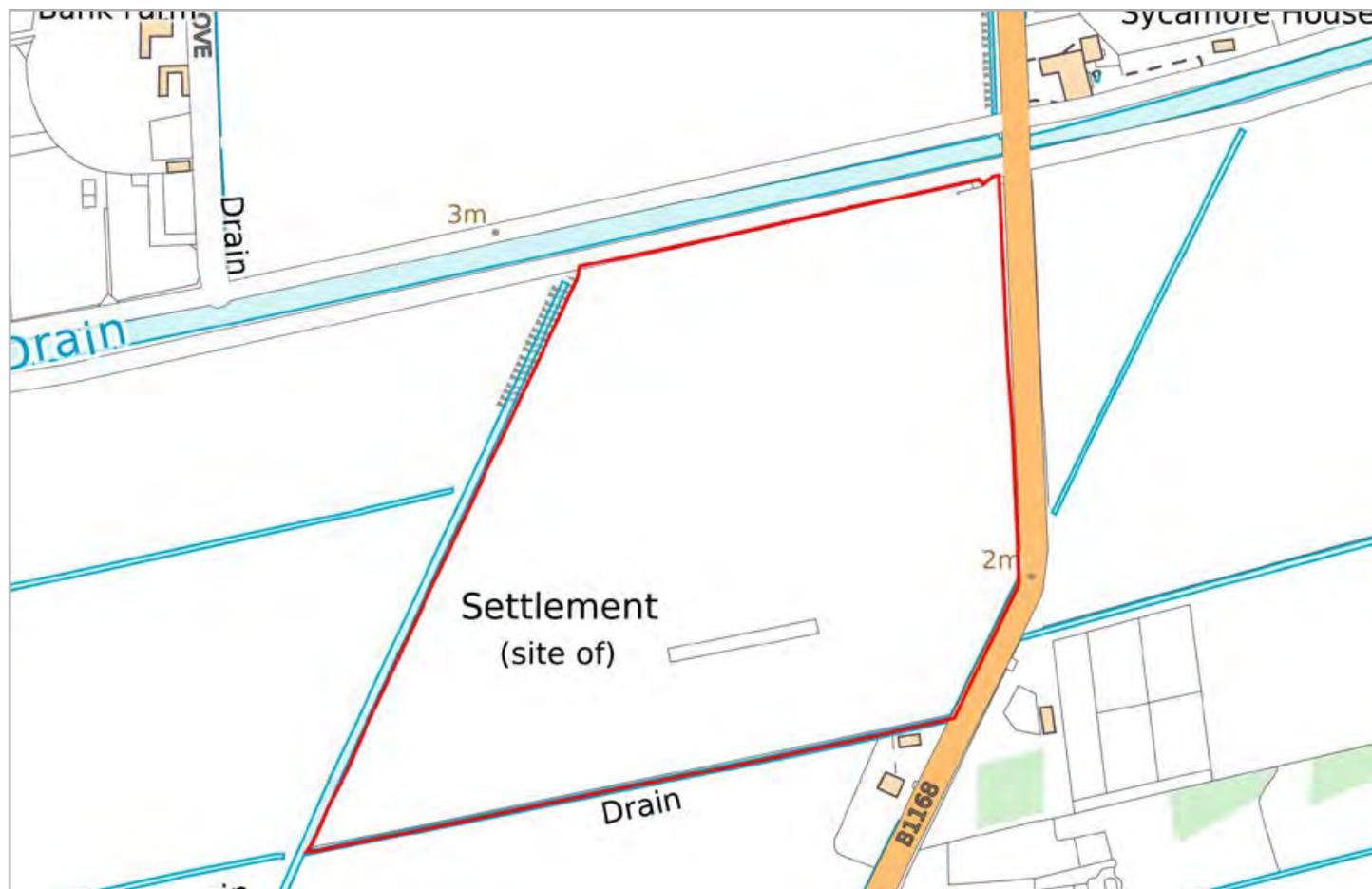
Solicitors

Abdul Zaheed
Roythornes Limited,
Enterprise Way,
Pinchbeck,
Spalding,
PE11 3YR

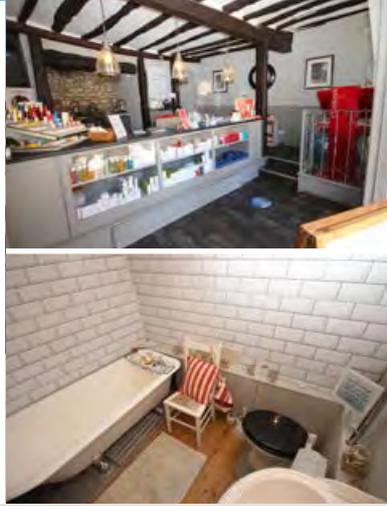


01775 842505

Abdul.Zaheed@Roythornes.co.uk



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



13 Steep Hill, Lincoln, LN2 1LT **Guide Price: £325,000 (£750 + VAT Buyers Fee)**

Description

A Grade II listed property steeped in history situated on Lincoln's famous Steep Hill. Currently used a boutique day spa, the three storey accommodation extends to around 2,000 sq ft and is deceptively spacious. The ground floor offers a sales area, two treatment rooms, shower room and outside terrace. The first floor offers two further treatments rooms, kitchen and roof terrace with a further treatment room to the second floor. The property will be sold freehold with vacant possession.

This is really is a prime location with huge tourist pull so interested parties may wish to set up another business or indeed look at alternative residential uses subject to the necessary planning consents.

Directions

The property is approached on foot from the High Street proceed up Steep Hill and the property can be found on your left opposite The Rest boutique hotel.

Accommodation

Sales area 6.47m max by 5.38m max

Large single glazed shop front window, shop counter and built-in display/storage cupboards, two single radiators, passageway to treatment room, stairs up to number 14, burglar alarm, door to;

Hallway

With built-in desk under stairs, two single radiators, door to;

Treatment room One 4.37m x 3.38m

Single glazed picture window to side elevation, built-in storage, double radiator.

Treatment Room Two 3.53m x 3.31m

Built-in storage, two foot basins, electric heater, salon doors to shower room, doors to WC and terrace area.

Shower Room

With two shower cubicles, bench seat, electric heater, heated towel rail, two extractors.

WC 1.37m x 1.24m

Single glazed casement window to rear and side elevation, two piece suite comprising mid flush WC and wash hand basin.

Ground Floor Terrace

With built-in storage cupboard, covered spa area with sunken hot tub, wall boundaries with pedestrian gate giving access to Michaelgate.

First floor

Kitchen 2.87m max by 2.83m

Single glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, four ring electric hob, built in oven, double radiator, part tiled walls, serving hatch.

Treatment Room Three 5.74m max by 4.72m max

Two single glazed sash windows to front elevation, two double radiators.

Treatment Room Four 3.46m x 2.58m

Single glazed casement window to side elevation, feature stone picture window to side elevation, single radiator, wash basin.

Rear Hall 2.84m x 1.49m

With single glazed doors to roof terraced, built-in storage, double radiator, door to;





Bathroom 2.12m x 1.84m

Three-piece suite comprising roll top bath, high flush WC, pedestal wash basin, heated towel rail, built-in storage cupboard.

Roof terrace

A covered decked area with fantastic views over the City and Spire views of the cathedral in the other direction.

Second floor

Relaxation room 4.79m max by 4.84m max

Single glazed casement window to front elevation with views over the City and Steep Hill, double radiator, built-in storage.

Services

We understand the property offers mains water, gas, electric and main sewer connections.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Tom Scott
Burstalls Solicitors
Ocean Chambers
54 Lowgate
Hull
HU1 1EJ

01482 621800
ts@burstalls.co.uk

Agent

James Mulhall
01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



14 Steep Hill Lincoln LN2 1LT **Guide Price: £250,000 - £275,000 (£750 + VAT Buyers Fee)**

Description

A Grade II listed property steeped in history situated on Lincoln's famous Steep Hill. Currently used as part of a boutique day spa which adjoins via number 13. The property has full planning for a change of use from Commercial (Class E) to Residential (Class C) which will give permission to convert into a two bedroom, three storey property of around 800 sq ft.

The property also benefits from a residents parking pass in Zone 1A which is Drury lane/Carline road area.

Directions

The property is approached on foot from the High Street proceed up Steep Hill and the property can be found on your left opposite The Rest boutique hotel.

Accommodation

Ground Floor

Proposed Lounge 4.68m x 3.36m
Single glazed bay window to front elevation, built-in storage, stairs to first floor, electric heater.

First floor

Proposed Bedroom One 4.79m max by 3.85m Max
Two single glazed sash windows to front elevation, built-in storage, feature cast iron fireplace, electric heater.

Proposed Dining Room 3.19m x 2.47m
Double glazed Velux window, built-in storage, part tiled walls, sliding door to changing area, door to;

Proposed kitchen 3.30 m x 2.10 m
Electric heater, wash handbasin.

Changing area 2.06m x 1.47m
Bench seating, door to;

Shower Room 2.35m x 1.58m
Three-piece suite comprising shower cubicle, pedestal wash basin, low flush WC, part tiled walls, extractor, heated towel rail.

Second Floor

Bedroom Two 4.93 m max by 2.75 m max
Two single glazed casement windows to front elevation, cambered ceiling with restricted head height in areas.

Services

We understand on the property offers mains water, mains electric main sewer connections.

Tenure & Possession

Freehold with vacant possession upon completion.

Town & Country Planning

The property was granted full planning permission and Listed Building Consent by Lincoln City Council under application number 2012/0482/FUL for the Change of use of 14 Steep Hill from Commercial (Class E) to Residential (Class C3) use, with internal alterations to infill existing access opening between no's 13 and 14 Steep Hill. (Revised Description).

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Tom Scott
Burstalls Solicitors
Ocean Chambers
54 Lowgate
Hull
HU1 1EJ

01482 621800
ts@burstalls.co.uk

Agent

James Mulhall
01522 504360
cpa@brown-co.com



21 Gaunt Street, Lincoln LN5 7PU **Guide Price: £110,000 (£750 + VAT Buyers Fee)**

Description

A two bedroom Victorian end terrace property situated close to the City Centre and University. The property is currently let on an assured shorthold tenancy at £525 pcm.

Directions

From South Park roundabout proceed along the High Street until you reach a left hand turn onto Alfred Street. Follow this road round onto Gaunt Street and the property can be found on the left.

Accommodation

Entrance Porch

With stairs to first floor, door to;

Lounge 3.33m x 4.01m

Double glazed bay window to front elevation, electric fire, double radiator.

Dining Room 3.47m x 3.32m

Double glazed casement window to rear elevation, double radiator, electric fire, under stairs storage cupboard, archway to;

Kitchen 3.14m x 1.82m

Double glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, space and plumbing for washing machine, built-in oven, four ring electric hob with extractor over, part tiled walls, double glazed door to rear garden, logic plus Combi boiler.

First floor

Bedroom 3.40m x 3.33m

Double glazed casement window to front elevation, single radiator, built-in storage with loft access.

Bedroom Two 3.49m x 2.07m

Double glazed casement window to rear elevation, double radiator.

Bathroom 2.58m x 2.24m

Double glazed casement window to rear elevation, three-piece suite comprising panel bath with shower over low flush WC, pedestal wash basin, part tiled walls, airing cupboard, single radiator.

Outside

The front elevation offers a small world area with a side shared passageway, the rear elevation offers a wall the yard with a broken slate outbuilding divided into a store and former WC.

Services

We understand the property has mains water, electric, gas and mains sewer connections.

Tenure & Possession

Freehold, subject to the existing assured shorthold tenancy agreement.

Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

Completion date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction bidder identity check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Tom Price
Chattertons
5 South Street
Horncastle, LN9 6DS

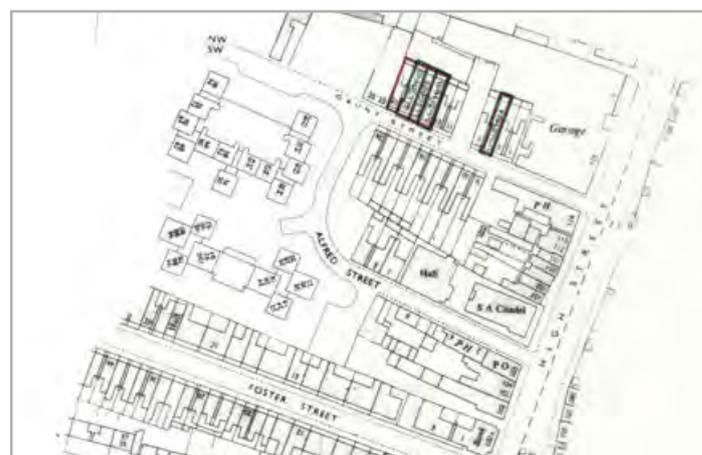


01507 528105

tom.price@chattertons.com

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Inviting Entries

We are now inviting entries into our August 10th property auction.

If you have property or land to sell please call the auction team now on 01522 504360 or cpa@brown-co.com and save **£250 off**

our standard auction fee.



Former ROC Bunker, Off New Road, Badsworth, Pontefract, WF9 1BF **Guide Price: £18,000 (£750 + VAT Buyers Fee)**

Description

A Former cold war observation station once manned by the volunteers of the Royal Observation Corps. The site extends to 16m x 14m above ground with open countryside views and road access from New Road. The internal accommodation comprises a locked entrance hatch which leads to a 20 ft vertical ladder down to an underground chamber measuring 4.55m x 2.24m x 2.13m high. This room would have housed the observers, their instruments and welfare facilities. There is also a smaller room measuring 1.08m x 0.83m which would have housed a chemical toilet. Conditions were very primitive, there was no running water, gas or mains electric.

The only communications with the outside world was the loud speaker intercom device, connected to UKWMO Group HQ and the other posts within the cluster. There was no other means of two way communication as there wasn't a telephone provided. The post had a Warning Receiver to receive instructions when to sound the hand operated siren or maroon. The designated master post in each cluster had a radio for a backup to the landline intercom device.

Brief History

The Royal Observer corps was a civil defence organisation operating in the United Kingdom between 29 October 1925 and 31 December 1995.

During the cold war ROC monitoring posts were developed for monitoring fallout and radiation in the event of a nuclear attack. The operators hidden below would occasionally emerge to collect photographic film from a 4-axis parabolic camera mounted near the hatch, retreating below ground to develop it. A patch of darkening might have indicated the direction of an explosion. Once centrally collated these observations would triangulate the site of an attack. A variety of instruments would

detect radiation and fallout levels, and the bunker itself used the earth to protect the volunteer observers, who had telephone and radio communications up the chain of command.

Between 1956 and 1965 a total of 1,563 of these posts were constructed throughout Britain and they were located in a network where each station was approximately 10 miles apart. It took three posts working together to accurately triangulate the precise co-ordinates of a nuclear detonation.

Sources/useful links

www.badsworthvillage.com/village-newsletter pages 8-10 provide a really useful recent article about the site.

www.geograph.org.uk/photo/5110983

www.ringbell.co.uk/ukwmo/Page221.htm

Directions

From the A1 North take the A638 Doncaster Road and stay on this road towards Badsworth. Then turn right onto New Road and the bunker can be found on the left after around 400m.

Access

There is direct access from New Road with a dropped kerb.

Boundaries

The buyer will be required to erect a post and rail fence on three sides within 3 months of completion.

Tenure & Possession

Freehold with vacant possession upon completion.





Viewing

The site may be viewed on foot only during daylight hours, with a copy of these particulars to hand. However for safety reasons no internal inspections of the bunker will be available prior to completion.

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Lyn Rickatson
Grays Solicitors
Duncombe Place
York
YO1 7DY

01904 634771
LR@grayssolicitors.co.uk

Agent

James Mulhall
01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Barn in approximately 8.80 ac, off Carrside, Epworth DN9 1DX **Guide Price: £300,000 (£750 + VAT Buyers Fee)**

Description

Wonderful lifestyle opportunity for contemporary living, eco-potential, smallholding, equestrian or similar. A substantial, modern, portal framed building benefiting from planning permission for change of use to dwelling house of contemporary style. Approximate gross internal area of consented dwelling - 3,875 ft² (360m²) including external store and first floor mezzanine. Set within edge of village paddock, laid to grass in all extending to 8.80 acres (3.56 hectares) subject to measured site survey.

Accommodation

The highly individual, architect designed layout includes stunning open plan design briefly comprising ground floor entrance hall, cloakroom with wc, open plan living dining kitchen, master bedroom suite with dressing room and en suite, three further bedrooms, all en suite, pantry, utility room and external store. An elegant staircase ascends to the first floor mezzanine amenity space, galleried over ground floor living area. Externally, the grass land lies to the south and west of the building, with the access approach sweeping up through the southern grounds.

Directions

From the central village crossroads proceed west along High Street turning left onto Battle Green. At the end bear right onto Carrside and at the first bend proceed straight on to the track where the property will be found on the righthand side after Walnut Croft.

<https://what3words.com/ambient.computers.monument>

Planning

North Lincolnshire Council granted planning permission for prior approval for a proposed change of use of an agricultural dwelling to a dwelling house (use class 3) on 17th December 2020 under application number PA/2020/1641. A copy of the planning decision notice is available from the selling agents and can be viewed together with associated planning documents on the local planning authority's portal via <https://appsnorthlincs.gov.uk/> searching under PA/2020/1641. Please note, the landowner has submitted a further application for prior approval of a conversion providing smaller living space and more workshop/storage space under PA/2022/708. At the time of printing this second application has not been determined, please check the portal for update.

Easements, Wayleaves And Rights Of Way

The property is sold subject to, and with the benefit of, all rights of way whether public or private, light, support, drainage, water and electricity and all other rights and obligations, easements, quasi easements, quasi rights, licences, privileges and restrictive covenants and all existing and proposed wayleaves for electricity, drainage, water and other pipes whether referred to in these particulars or not. It is understood that a right of way exists for the benefit of the property to be sold along the track leading from Carrside Road.

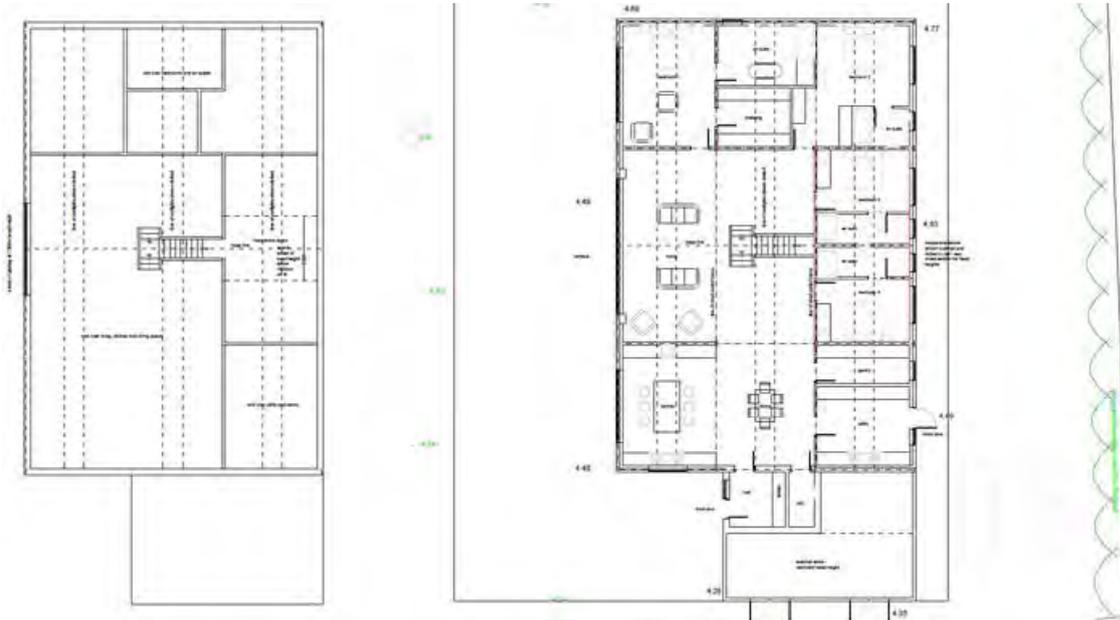
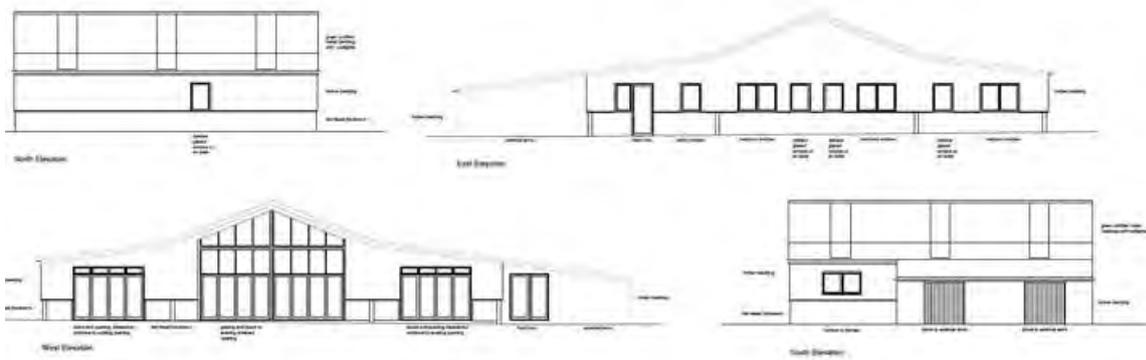
Development Clawback

The property will be sold subject to an Overage Provision relating to the southern 4.1 acres, meaning that if planning permission is granted for development in the next 25 years, the vendors will be entitled to receive 25% of the increase in value.

Viewing

Strictly by appointment with the Auctioneers. Tel: 01777 712944





Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots, we are required to verify the identity of the bidder to comply with the Money Laundering Terrorist Finance and Transfer of Funds (information on the payer) Regulations 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact the auctioneers on 01522 504360 or cpa@brown-co.com.

Solicitors

John Barlow,
Tierneys Solicitors,
137 Bawtry Road,
Wickersley, Rotherham, S66 2BW

01709 709000.
jb@tierneyandco.co.uk.

Agent

Jeremy Baguley
01777 712944 or 07768 465721.
jeremy.baguley@brown-co.com



The Poplars, Healing Road, Stallingborough, Grimsby, DN41 8BJ **Guide Price: £220,000 (£750 + VAT Buyers Fee)**

Description

Hidden away in a generous plot of around 0.57 of an acre with open field views to the rear. This four bedroom house will benefit from a scheme of refurbishment throughout which once complete will create a fine family home in this semi-rural location. Local amenities include a railway station, excellent local schools and Humberside airport close by.

Directions

Follow the B1210 Stallingborough Road until you reach the roundabout with the A1173. Continue straight over the roundabout and the property can be found on your right behind the car centre.

<https://what3words.com/glance.only.punctuate>

Access

Part of the driveway is owned by the front property so The Poplars enjoys a right of way of the initial section.

Accommodation

Entrance Porch

With door to;

Entrance hall 4.64m x 2.46m

Spacious with return wrought iron staircase to first floor, double radiator, door to lounge and sliding doors to dining room.

Lounge 6.85m x 3.50m

Double glazed window to side and rear elevation, double glazed French doors to side decked area, double radiator, electric fire with marble surround.

WC

Double glazed picture window to side elevation, two piece suite comprising low flush WC, wash basin and single radiator.

Kitchen 3.40m x 3.36m

Double glazed casement window to rear elevation, fitted wall and base units with stainless steel bowl sink and drainer, built-in five ring range cooker with extractor over, part tiled walls, door to;

Dining room 3.38m x 3.44m

Single glazed French doors to rear elevation, double radiator.

Study 2.36m x 2.21m

Sunroom 5.17m x 2.51m

Double glazed and brick construction with double glazed patio doors to rear elevation, double radiator.

Utility 2.77m x 1.84m

Partitioned out of the garage with fitted wall and base units with door to;

Garage 5.25m max by 5.23m max

Double glazed picture window to side elevation, double glazed door side elevation, up and over door.

First floor

Bedroom One 4.19 m x 3.39 m

Double glazed French doors to rear elevation with balcony (not currently safe for use), double glazed casement window to side elevation, double radiator, fitted wardrobes, door to;





En-suite shower room

Double glazed casement window to front elevation, three-piece suite comprising shower cubicle, low flush WC, pedestal wash basin, single radiator, part tiled walls, loft access.

Bedroom Two 3.38 m x 2.69 m

Double glazed casement window to rear elevation, single radiator.

Bedroom Three 3.39m x 3.14m

Double glazed French doors to rear elevation with balcony (not currently safe for use), double glazed casement window to side elevation, pedestal wash basin, single radiator.

Bedroom Four 3.55m x 2.03m

Double glazed casement window to front elevation, single radiator.

Bathroom 2.33m x 2.24m

Double glazed casement window to front elevation, four piece suite comprising panel bath with shower mixer tap, bidet, mid flush WC, pedestal wash basin, single radiator, fully tiled walls.

Landing

With built-in storage and single radiator.

Outside

The property sits in a generous plot of around 0.57 of an acre with mature trees and open field views to the rear along with a garden shed and spacious fenced concrete area leading off the garage. The property may suit equestrian use with good local riding as well.

Outbuilding 5.56m x 2.67

An ideal home office space with a double glazed casement window to front and rear elevation, power and telephone point.



Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Strictly by appointment with the Auctioneers. Tel: 01522 504360

Completion Date

This lot will be sold subject to a 10% deposit and up to 8 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Tom Price
Chattertons
5 South Street
Horncastle, LN9 6DS



01507 528105

tom.price@chattertons.com

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Old Village Store & Reids Cottage, Waddington, LN5 9SA **Guide Price: £275,000 - £300,000 (£750 + VAT Buyers Fee)**

Description

A rare opportunity to purchase both the Old Village Store with living accommodation to the first floor and a three-bedroom detached property in the popular Village of Waddington.

The Old Village Store is an attractive semi-detached property that comprises of an Old Village Shop to the ground floor and a four-bedroom apartment with a living room, kitchen and bathroom to the first floor. Access to the apartment is provided to the rear of the building. Externally, there are two parking spaces, garden and a detached outbuilding. The property has potential for development, subject to planning.

Reids Cottage is a well-presented detached stone property that comprises of a spacious kitchen and living room to the ground floor with three bedrooms and a bathroom on the first floor. The property to be sold is under both title numbers LL234466 and LL236065.

Directions

From Lincoln head south on the A607 until you reach the Village of Waddington. Drive through the Village until you reach a set of traffic lights next to Budgens and The Wheatsheaf Inn. Turn right at the traffic lights onto Bar Lane, follow the road to the end and the property will be located on your left-hand side.

<https://what3words.com/export.clipboard.electrode>

Accommodation

The Old Village Store

Access to the Old Village Store can be provided from the front and rear of the property.

Ground Floor Shop:

Sales Area: 8.3m x 9.4m
Double glazed windows, strip lights.

Kitchen/Hallway 2.5m x 1.6m

Fitted base kitchen units with sink and drainer. Door leading to the rear garden.

- Store one 2.9m x 3.3m
- Store two 4.0m x 4.1m
- Store three 4.3m x 3.2m
- Store four 1.8m x 1.5m

First Floor Apartment:

Access from the rear of the property leads to:

Kitchen/diner 3.8m x 5.6m

Double glazed windows, fitted wall and base units with sink and drainer, radiator.

Living Room 5.2m x 5.5m

Double glazed windows, radiator.

Bedroom One 3.4m x 4.3m

Double glazed window, radiator.

Bedroom Two 4.0m x 3.9m

Double glazed window, radiator.

Bedroom three 2.1 x 4.5

Double glazed window, radiator.

Bedroom four 1.6 x 3.4

Double glazed window, radiator

Bathroom

Double glazed window, panelled bath with shower mixer tap, separate shower, WC, wash basin, radiator, part tiled walls.

Hallway

Double glazed window, built in storage, combination boiler, radiator.

Outside

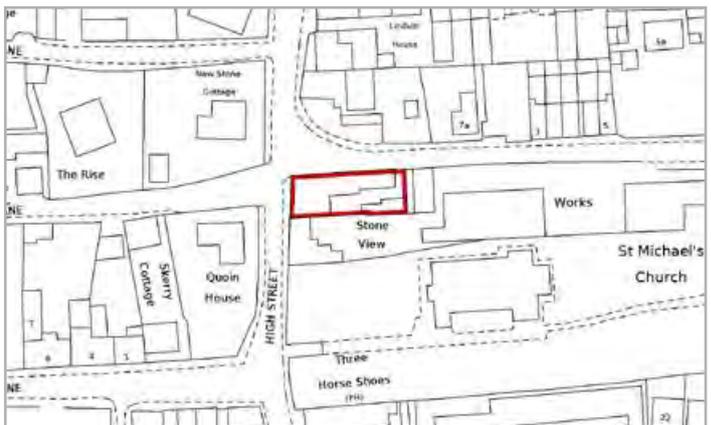
Externally the property has a patioed and grassed garden, two parking spaces and an outbuilding.

Outbuilding 5.0m x 3.3m

Pitched roof, bricked walls, strip lights, concrete floor.

Council Tax (Apartment)

Band B.



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Reids Cottage

Ground Floor:

Kitchen 4.2m x 4.5m

Double glazed window, storage cupboard, fitted wall and base units with sink and drainer, radiator, electric oven, extractor fan.

Living Room 4.5m x 3.5m

Double glazed window, radiator, bricked fire place.

First Floor:

Hallway

Built in storage and combination boiler.

Bedroom one 3.9m x 1.8m

Double glazed window, radiator.

Bedroom two 3.3m x 2.9m

Double glazed window, radiator.

Bedroom three 2.6m x 3.9m

Double glazed window, radiator.

Bathroom 1.6m x 3.3m

Double glazed window, panelled bath, separate shower, WC, wash basin, radiator, part tiled walls.

Rateable Value (The Old Village Store)

The Old Village Store has a rateable value of £12,500.

Interested parties are advised to contact North Kesteven District Council on 01529 414155 to establish the rates payable.

Council Tax (Reids Cottage)

Band B.

Energy Performance Certificate

The Old Village Store has an EPC rating of C. Reids Cottage has an EPC rating of E.

Services

We understand the properties have mains water, electric, gas and mains sewer connections.

Town & Country Planning

Interested parties are advised to speak with North Kesteven District Council planning team on 01529 414155 with any proposals you have for the site.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

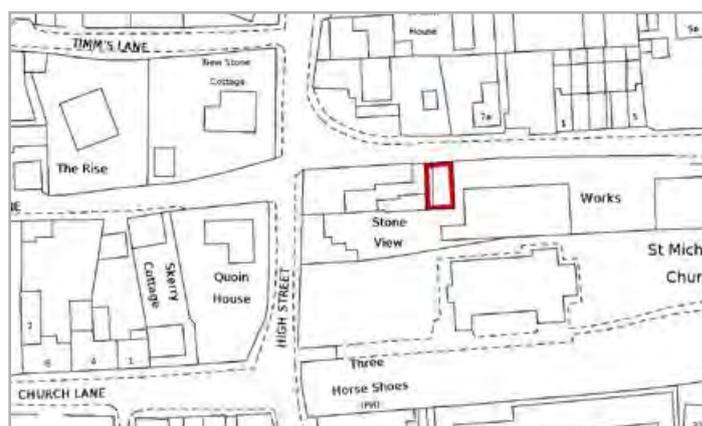
James Spittlehouse
Knights
Olympic House
Doddington Road
Lincoln
LN6 3SE

01522 506117

james.spittlehouse@knightsplc.com

Agent

William Gaunt 01522 504322
James Mulhall 01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



5 Yarborough Road, Lincoln, LN1 1HT **Guide Price £150,000 (£750 + VAT Buyers Fee)**

Description

A three bedroom Victorian mid terrace situated close to the City Centre and within walking distance to the University. The property has been used as a buy to let investment, but is now offered with vacant possession.

Directions

Entering Lincoln on the B1273 Yarborough Road continue down the hill and as the road forks with The Avenue bare left and the property can be found on your left.

<https://what3words.com/taps.mugs.vital>

Accommodation

Entrance hall

With stairs to first floor and door to;

Lounge 3.97m max by 3.82m

Double glazed bay window to front elevation, cast-iron feature fireplace with marble surround, double radiator.

Dining Room 3.83m x 3.65m

Double glazed door to rear elevation, under stairs storage cupboard, double radiator, archway to;

Kitchen 3.41m x 1.65m

Double glazed casement and picture window to side elevation, fitted wall and base units with stainless steel sink and drainer, built-in oven, four ring electric hob with extractor over, part tiled walls, space and plumbing for washing machine, extractor.

First floor

Bedroom One 3.80m x 3.56m

Double glazed casement window to front elevation, cast-iron fireplace, double radiator, storage cupboard with loft access.

Bedroom Two 2.29m x 2.82m

Double glazed casement window to rear elevation with cathedral spire views, double radiator.

Bedroom Three 3.65m x 1.74m max

Double glazed casement window to rear elevation, double radiator.

Bathroom 3.46m x 1.78m

Double glazed casement window to side elevation, three-piece suite comprising panel bath with shower over, low flush WC, pedestal wash basin, part tiled walls, heated towel rail, built-in storage housing combi boiler, extractor.

Outside

The front elevation offers a small walled garden with raised beds. The rear elevation offers a walled courtyard garden with pedestrian access via the shared passageway.

Services

We understand the property has mains water, electric, gas and main sewer connections.

Tenure & Possession

Freehold with vacant possession upon completion.

Agents Note

Please note part of the chimney breast has been removed and there is no party wall within the roof void. Both of the items are likely to affect lending on this property.

Viewing

Please call 01522 504360 for details of open viewing days.

Completion Date

This lot will be sold with a 10% deposit and 4 weeks for completion.

Auction bidder identity check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Mathew Dauge
Sills & Betteridge, Aquis House,
18-28 Clasketgate, Lincoln, LN2 1JN

Sills & Betteridge
Solicitors

01522 542211 mdauge@sillslegal.co.uk

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



279 Newark Road, Lincoln, LN5 8PA **Guide Price £95,000 (£750 + VAT Buyers Fee)**

Description

A two bedroom end terrace property situated in the south of the city. The property has been used as a buy to let investment, but is now offered with vacant possession.

Directions

From South Park roundabout follow the A1434 Newark Road and the property can be found on your right hand side shortly after Kwik Fit.

<https://what3words/gloom.haystack.head>

Accommodation

Enter via rear door to

Entrance hall

With single radiator, loft access, door to

Bathroom 2.11m x 1.80m

Double glazed casement window to side elevation, three-piece suite comprising panel bath with shower mixer tap, low flush WC, pedestal wash basin, fully tiled walls, single radiator, extractor.

Kitchen 2.61m x 2.03m

Double glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, space and plumbing for washing machine, space for cooker, extractor fan, part tiled walls, archway to;

Lounge/diner 6.27m x 4.47m

Double glazed casement windows to front and rear elevations, gas fire, single radiator, further electric fire, under stairs storage cupboard housing electric meter, door and stairs to first floor.

First floor

Bedroom One 4.19m x 3.41m

Double glazed casement window to rear elevation, built-in storage cupboard housing ideal combi boiler, double radiator.

Bedroom Two 3.51m x 2.78m

Double glazed casement window to front elevation, single radiator.

Landing

With loft access.

Outside

The front elevation offers a small walled garden area. The rear elevation offers a paved garden with fenced boundaries and a

pedestrian gate leading to a block of storage sheds of which 279 has the 3rd in the row.

Services

We understand the property offers mains gas, electric, water and drainage.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Tom Price
Chattertons
5 South Street
Horncastle, LN9 6DS



01507 528105

tom.price@chattertons.com

Agent

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



19 St Faiths Street, Lincoln, LN1 1QJ **Guide Price: £70,000 (£750 + VAT Buyers Fee)**

Description

A three bedroom end terrace property situated in the west end of the City. The property requires a full scheme of refurbishment throughout, but will make an ideal investment property due to its proximity to the university or indeed as an owner occupier once renovated.

Directions

Enter Lincoln on the A57 Carholme Road and proceed until you reach a left hand turn onto Gresham Street. Then turn right onto West Parade and right again on Rudgard Lane. Finally turn right onto St Faiths Street where the property is on your right.

<https://what3words.com/emerge.vague.spend>

Accommodation

Shared passageway and gate to rear door.

Hall
With door to;

Bathroom 1.97m x 1.81m
Single glazed casement window to side elevation, two piece suite comprising mid-flush WC, wash basin in vanity unit.

Dining Room 3.91m x 3.40m
Single glazed casement window to rear elevation, built in storage, fireplace, stairs to first floor.

Lounge 3.94m x 3.18m
Single glazed casement window to front elevation, gas fire, stainless steel sink in base unit.

First Floor

Bedroom One 3.20m x 1.93
Single glazed sash window to front elevation.

Bedroom Two 3.23m x 2.95m
Single glazed sash window to front elevation, loft access.

Bedroom Three 3.41m x 3.04m
Single glazed sash window to rear elevation, cast iron fireplace.

Landing
With built in storage, feature window

Outside
There is a rear walled and fenced yard with on street parking to the front elevation.

Services

Due to the condition of the property we cannot guarantee the service provision so interested parties are advised to make the necessary enquires.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
Tel: 01522 504360

Completion Date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.uk.

Solicitors

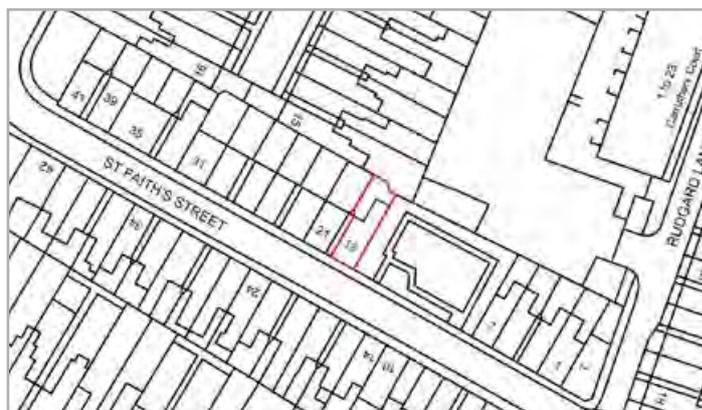
Tom Price
Chattertons
5 South Street
Horncastle LN9 6DS



01507 528105
tom.price@chattertons.com

Agent

James Mulhall
01522 504360
cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Completion Dates

Please note the following completion dates:

Four weeks = 19th July 2022 or earlier by agreement

Eight weeks = 16th August 2022 or earlier by agreement



2 New Cottage, Sewstern Lane, Harston, Grantham, NG32 1PL **Guide Price: £195,000 (£750 + VAT Buyers Fee)**

Description

A traditional red brick and pantile mid terrace cottage located in the stunning Vale of Belvoir. The cottage nestles in around 0.20 of an acre with off street parking (marked green on the plan). The property is vacant and will suit an owner occupier or buy to let investment.

Location

The property is situated in an attractive rural location adjoining woodland and agricultural farmland. The property is located in the county of Leicestershire, about 5.5 miles south west of the market town of Grantham, which has amenities and a range of good schools. Grantham lies next to the A1 providing convenient links to the north and south of the country it is also convenient for rail links.

Directions

From Grantham follow the A607 towards Melton Mowbray and continue past the villages of Harlaxton and Denton. Then take your next right turn onto The Drift Road and follow the road over the T junction where the property can be found on the left hand side.

<https://what3words.com/occupiers.reporting.chatting>

Accommodation

Ground floor

Lounge 4.57m x 3.35m
 WC 2.20m x 1.07m
 Kitchen 5.74m x 4.11m
 With stairs leading to

First floor

Bathroom 2.44m x 2.31m
 Bedroom One 3.30m x 2.88m
 Bedroom Two 4.25m x 2.49m
 Bedroom Three 3.37m x 2.82m

Services

The property is connected to mains water and electric. Water will be sub-metered and the successful Purchaser will be required to report usage quarterly to Harston Estate Office. Drainage is a shared septic tank with the other cottages, successful Purchasers will be required to install their own individual septic tank, 6 months after the last cottage sells. The property has oil central heating.

Tenure & possession

Freehold with vacant possession upon completion.

Viewing

Please contact the Auctioneers for details of open viewing days.
 Tel: 01522 504360

Completion date

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

Auction bidder identity check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Peter Robinson
 Hunters Law LLP,
 9 New Square,
 London,
 WC2A 3QN.

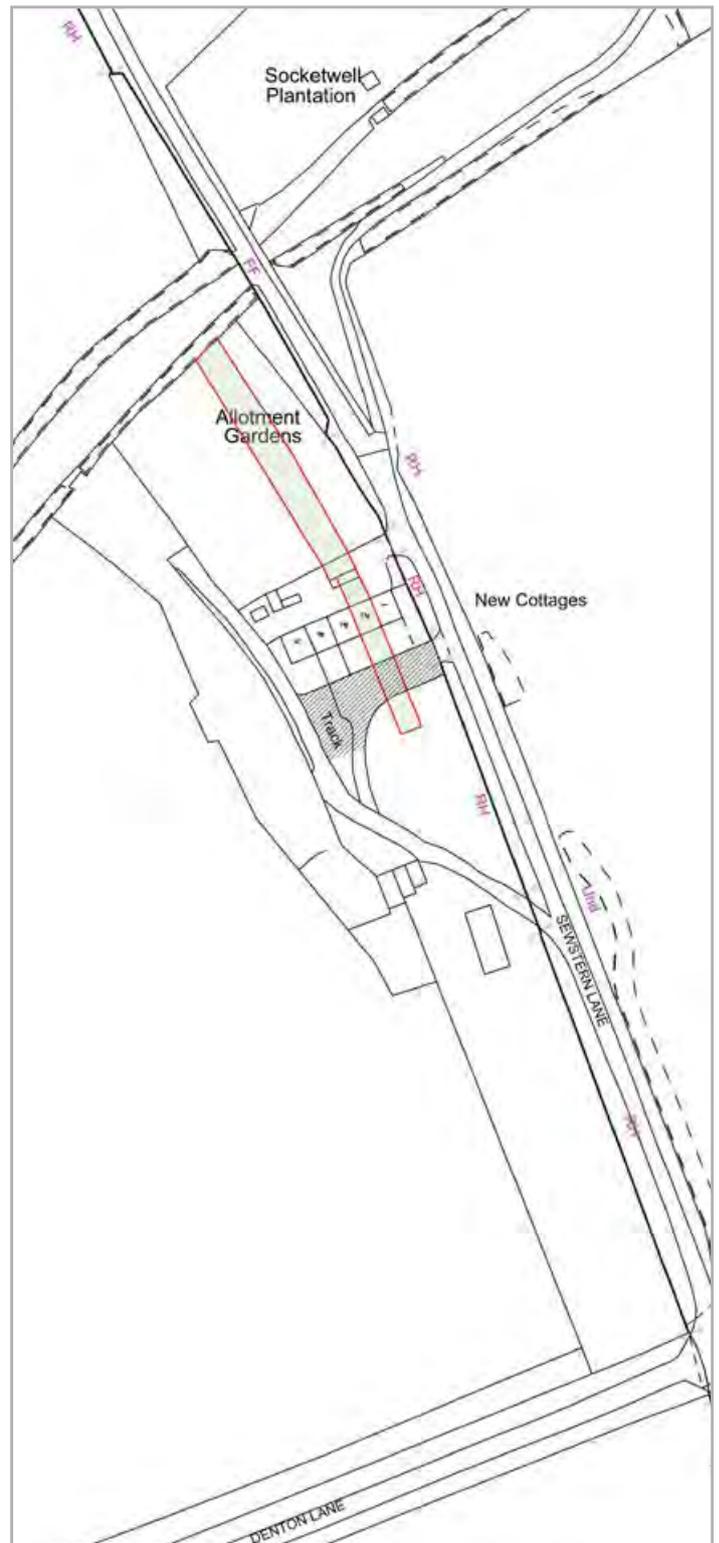
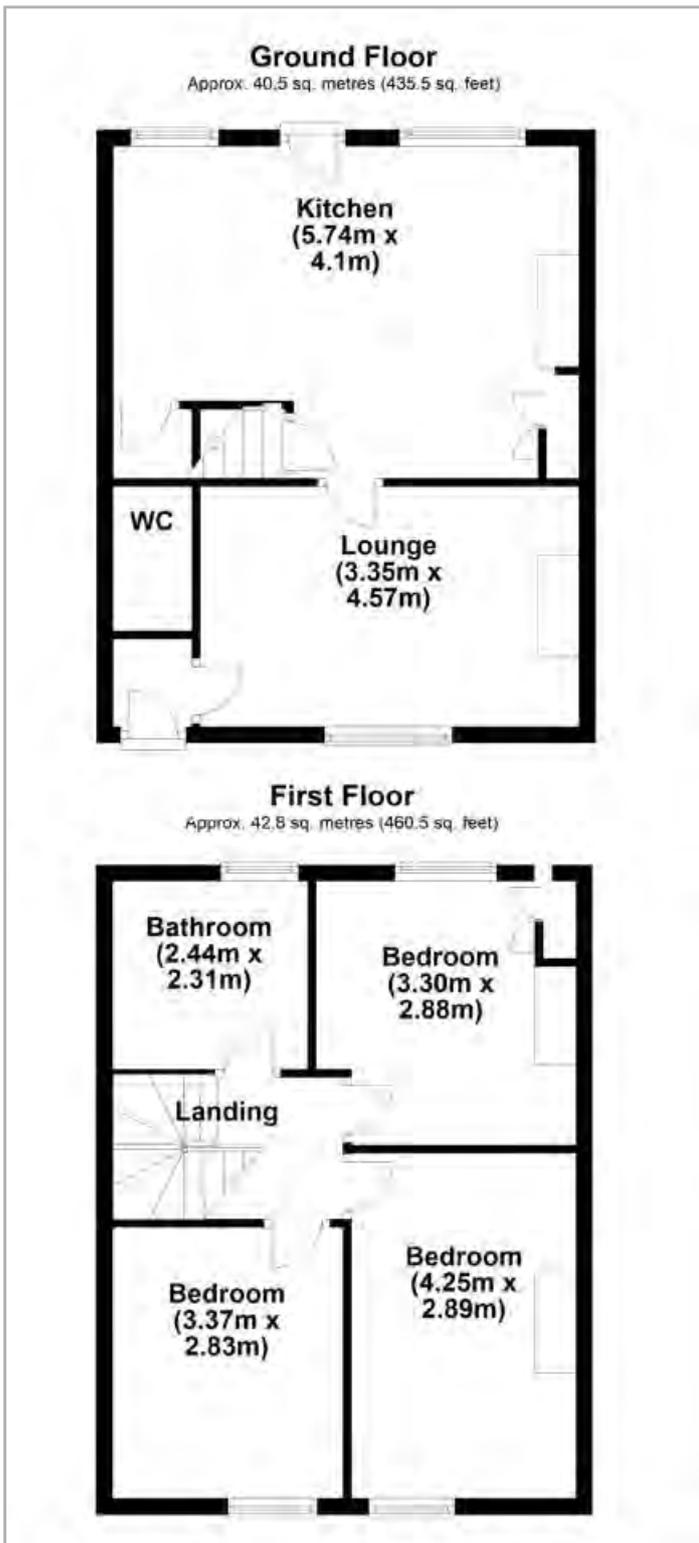
0207 4125091

peter.robinson@hunterslaw.com

Agent

James Mulhall: 01522 504360
 or Isabel Chennells: 01522 457159





The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Dev Site, 83 Waterford Lane, Cherry Willingham, Lincoln, LN3 4AN - **Guide Price: £600,000 (£750 + VAT Buyers Fee)**

Description

A prime residential development site extending to around 1.26 acres in the well served village of Cherry Willingham with easy access to the new eastern bypass and the city of Lincoln. The site is flat, regular shaped and cleared with full planning permission for the erection of 8 dwellings, associated garages, access road and shared amenity space. This permission was made live in 2018 by the installation of the underground drainage.

Directions

Travelling North on the Eastern bypass turn right onto Greetwell Road which leads into Fiskerton Road. Then take the first left hand turn onto Waterford Lane and the site can be found on your right hand side after a few hundred yards.

<https://what3words.com/hush.value.phones>

Services

Interested parties are advised to make their own enquiries on the cost and availability of services.

Town & Country Planning

The site was granted full planning permission on the 2nd April 2015 by West Lindsey District Council under application number 131710 for erection of 8no. dwellings, associated garages, access road and shared amenity space. This permission was made live by the installation of the underground drainage and was signed off by building control on the 28th February 2018. Furthermore conditions 6 & 7 of the planning permission were confirmed as signed off by West Lindsey District Council on the 28th March 2018 in connection to application number 133472.

Easements Wayleaves & Rights Of Way

The property is sold subject to, and with the benefit of, all existing easements, wayleaves and rights of way whether or not specifically mentioned in this catalogue.

Tenure & Possession

Freehold with vacant possession upon completion.

Viewing

The land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

Completion date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

Further information

Copies of the planning permission and plans are available from the auctioneers or the West Lindsey planning portal.

Auction bidder identity check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

Solicitors

Michael Adie
 Adie Pepperdine LLP
 3 The Landings
 Burton Waters
 Lincoln
 LN1 2TU



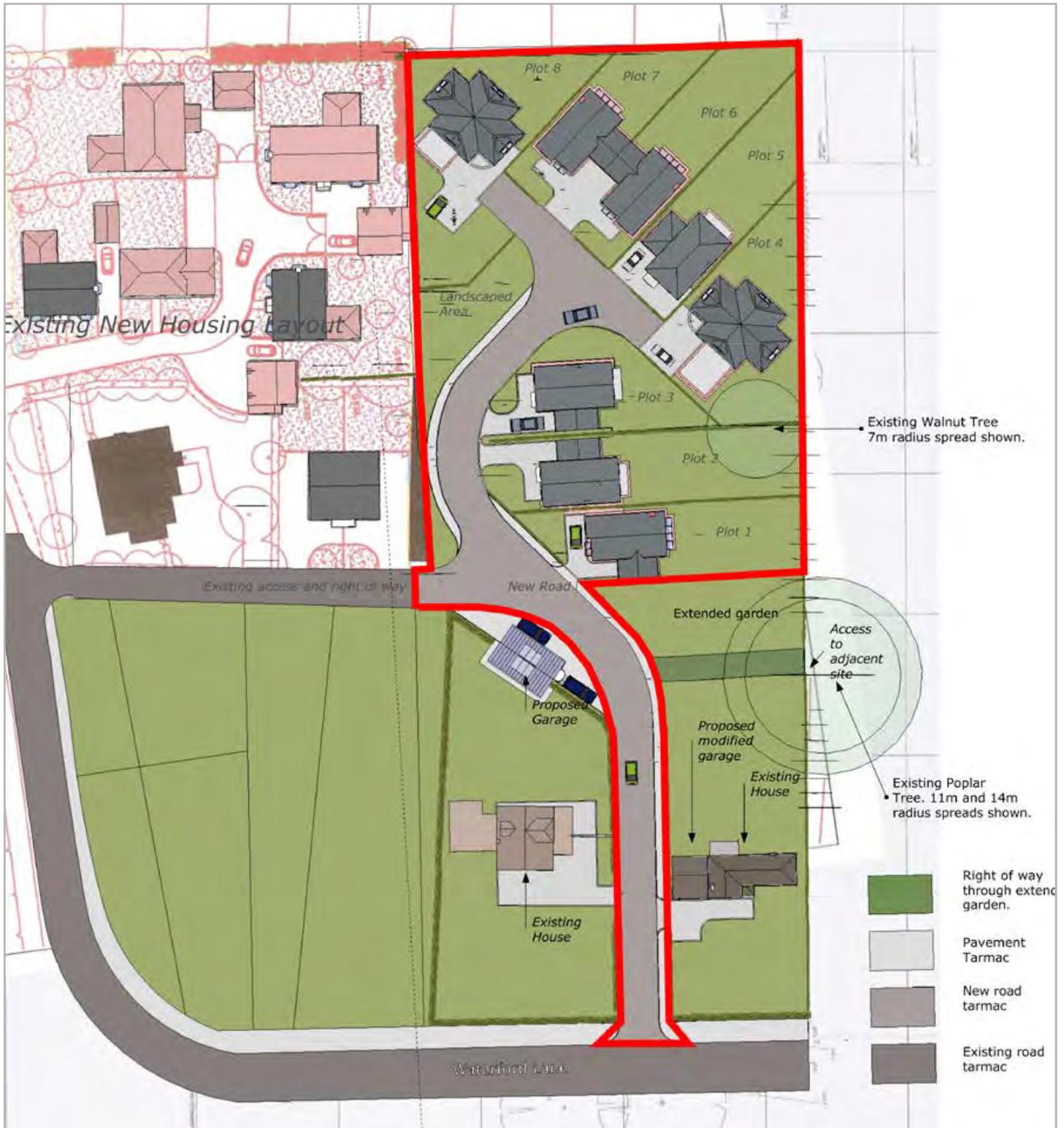
01522 577 088

michael.adie@adie-pepperdine.com

Agent

James Mulhall 01522 504360 cpa@brown-co.com





The attached plans are not to scale, are for identification purposes only and do not form part of any contract.

Common Auction Conditions for Auctions of Real Estate in England and Wales Edition 4

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

ACTUAL COMPLETION DATE

The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Agreed COMPLETION Date

Subject to CONDITION G9.3:

- a) the date specified in the SPECIAL CONDITIONS; or
- b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved Financial Institution

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS Schedule

The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS

The AUCTIONEERS at the AUCTION.

BUSINESS DAY

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

BUYER

The person who agrees to buy the LOT or, if applicable, that person’s personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

Catalogue

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER’S conveyancer’s client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- b) if CONTRACTS are exchanged, the date of exchange.
If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30. Financial Charge A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

General Conditions

The SALE CONDITIONS headed ‘GENERAL CONDITIONS OF SALE’, including any EXTRA GENERAL CONDITIONS.

INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

LOT

Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

Old ARREARS

ARREARS due under any of the TENANCIES that are not “new TENANCIES” as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

Ready to Complete

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER

TRANSFER includes a conveyance or assignment (and “to TRANSFER” includes “to convey” or “to assign”).

TUPE

The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (and US and OUR)

The AUCTIONEERS.

YOU (and YOUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

A2.1 As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

A3.1 All bids are to be made in pounds sterling exclusive of VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and

it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION

- (a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.

A5.4 If YOU do not WE may either

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit

- (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
- (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
- (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
- (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

- (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
- (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £.....(or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

G1 The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, under the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.
G1.8 The BUYER buys with full knowledge of (a) the DOCUMENTS, whether or not the BUYER has read them; and (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 Deposit

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and (b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER
(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser;
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five

BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

(c) If title is in the course of registration, title is to consist of:

(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
(b) the form of new lease is that described by the SPECIAL CONDITIONS; and
(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by
(a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;

- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly (a) provide references and other relevant information; and (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless: (a) the BUYER is liable to pay interest; and (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that: (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11. ARREARS Part 1 - Current rent

G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 - BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 - BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS (a) so state; or (b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must: (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY; (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order; (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and: (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability; (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: (a) observe and perform the SELLER'S covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach; (b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
- (b) this CONDITION G15 applies.

G15.2 The SELLER confirms that the SELLER:

- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that

- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

- (a) of the BUYER'S VAT registration;
- (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:

- (a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
- (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
- (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
- (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold

- (a) in its condition at COMPLETION;
- (b) for such title as the SELLER may have; and
- (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT

or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
- (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.

G21 Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:

- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:

- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:

- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 Registration at the Land Registry

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

- (a) apply for registration of the TRANSFER;
- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and

(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 17:00 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTS (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTS (Rights of Third Parties) Act 1999.

G30 EXTRA GENERAL CONDITIONS

BROWN & CO JH Walter